



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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IN REPLY PLEASE
REFER TO FILE: **AS-0**

August 8, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**EAST COUNTY MEDIANS - LANDSCAPE
AND MEDIAN MAINTENANCE
SUPERVISORIAL DISTRICTS 4 AND 5
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Find that this work can be more economically performed by an independent contractor than by County employees.
3. Award the contract for "East County Medians - Landscape and Median Maintenance" to Azteca Landscape, located in Ontario, California. This contract will be for a period of two years commencing upon Board approval and may be extended an additional three years, not to exceed a total contract period of five years.
4. Instruct the Chairman to sign this contract.
5. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.

6. Authorize Public Works to encumber an annual not-to-exceed amount of \$19,797 plus 15 percent for additional landscaping and grounds maintenance services within the scope of this contract for which a need may arise during the contract term. This amount is based on the contractor's unit prices to perform the work.
7. Delegate authority to the Director of Public Works to renew this contract for the three 1-year renewal options, if, in the opinion of the Director, renewal is warranted.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Since before 1994, the County has been contracting for this landscape and grounds maintenance service. The award of this contract will continue the maintenance of various medians within the unincorporated East County areas. The work to be performed will consist of: maintenance of turf, ground cover, shrubs and trees; renovation of turf and ground cover areas; pruning of trees and shrubs; providing weed, vegetation disease, and pest control; operation and repair of the irrigation systems; maintenance of equipment; and other work related to the proper care of the service areas.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goal of Organizational Effectiveness. This contract will improve internal operations through the utilization of this contractor's expertise to effectively provide these services in a timely and cost-effective manner, as well as improve the quality of life in the County.

FISCAL IMPACT/FINANCING

This contract is for an annual amount not to exceed \$19,797. An additional 15 percent is requested for unforeseen landscape and grounds maintenance requirements that may arise during the term of the contract. The contract term is 24 months commencing upon Board approval. With the Board's delegated authority, the Director may renew this contract for a total contract period not to exceed five years. The contract may be canceled or terminated at any time by the County without cause upon the giving of at least 30 days' written notice to the contractor.

Funds are available in Public Works' 2002-03 budget to cover the cost of this contract. There will be no impact on net County cost.

Public Works has calculated the cost-effectiveness of contracting for this service. Based on the cost calculations, Public Works has determined that this service can be more economically performed by an independent contractor than by County employees. The Auditor-Controller has reviewed and approved these calculations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This work is being contracted in accordance with procedures authorized under County Charter Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in County Code Section 2.121.380 have been met.

The contractor has properly executed the contract and County Counsel has approved it as to form.

Public Works has confirmed that the Child Support Services Department has received the contractor's Principal Owner Information form in compliance with the Los Angeles County Code Chapter 2.200 (Child Support Compliance Program).

Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and any negative experiences with County contracts.

This contract contains Board-ordered contract terms and conditions regarding contract termination for improper consideration, consideration of GAIN Program participants should the contractor require additional or replacement personnel, notification of current and new employees regarding the Federal-earned income tax credit, agreement to maximize the use of recycled paper products, contractor responsibility and debarment, and the Jury Service Program.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the (CEQA) as specified in Class 1 (j) and (s) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On April 1, 2002, Public Works solicited proposals from 501 independent contractors and general community business organizations to accomplish this work. A notice of proposal availability was placed on the County's Contracting and Purchasing website (Enclosure A) and an advertisement was placed in the Los Angeles Times.

On May 9, 2002, four proposals were received for these services. The proposals were first reviewed to ensure that they met the mandatory requirements outlined in the Request for Proposals. The proposals that met these mandatory requirements were then evaluated by an evaluation committee consisting of Public Works' staff. The committee's evaluation was based on criteria outlined in the solicitation document, which included the proposers' experience, references, work plan, and pricing. Based on this evaluation, it is recommended that a contract be awarded to the most responsive and lowest-cost proposer, Azteca Landscape, located in Ontario, California.

Enclosure B reflects the minority participation of the proposers who submitted proposals. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

The required Comprehensive General and Automobile Liability insurance certifications naming the County as additional insured, and evidence of Workers' Compensation insurance have been obtained from the contractor.

As requested by your Board, the contractor submitted a safety record which, in our opinion, reflects that activities conducted by this firm in the past have met reasonable standards of safety.

The Honorable Board of Supervisors
August 8, 2002
Page 5

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be required to perform services that exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

CONCLUSION

Please have the original and one copy of the contract signed by the Chairman. Please return the signed copy for the contractor to this office, together with a conformed copy for Public Works' file. The fully executed original should be retained for your files.

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

BD
A:\medians - landscape.wpd

Enc. 5

cc: Auditor-Controller (DeWitt Roberts [w/o enc.])
Chief Administrative Office
County Counsel
Office of Affirmative Action Compliance (Robert Valdez)

A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of _____, 2002, BY AND BETWEEN the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "COUNTY," and AZTECA LANDSCAPE, a corporation, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 9th day of May 2002, hereby agrees to provide landscaping and grounds maintenance services at various medians located within the East County area as described in the attached Specifications for "East County Medians - Landscape and Median Maintenance."

SECOND: The Contract Specifications, the Contractor's Proposal, and the Standard Terms and Conditions of Los Angeles County Services Contracts, all attached hereto; and the insurance certifications are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: The County agrees, in consideration of satisfactory performance of landscape and grounds maintenance services, and in strict accordance with the Contract's Specifications, and to the satisfaction of the Director of Public Works, to pay the Contractor pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal, an annual amount not to exceed \$19,797.00 or such greater amount as the Board may approve.

FOURTH: In the event that terms and conditions which may be listed in the Contractor's proposal conflict with the County's Specifications, Requirements, Terms, and Conditions, herein, the County's Specifications, Requirements, Terms, and Conditions shall control and be binding.

FIFTH: The Contractor agrees in strict accordance with the Contract Specifications and Conditions to meet the County's requirements.

SIXTH: This Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

SEVENTH: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. Unless Contractor

has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

EIGHTH: For purposes of the Jury Service Program, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County.

NINTH: If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of the Jury Service Program. The provisions of these Jury Service Program provisions shall be inserted into any such subcontract agreement.

TENTH: If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

ELEVENTH: Contractor's violation of the Jury Service Program provisions of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

AZTECA LANDSCAPE,
a California corporation,

By _____
its President

By _____
its Secretary